

# GENERAL TERMS AND CONDITIONS OF SALE

Normaco International OÜ

Version: 28.02.2025

## 1. DEFINITIONS

1.1 'Company' refers to Normaco International OÜ, the manufacturer and seller of machinery and related products, including its successors, assignees, or legal representatives.

1.2 'Customer' refers to any individual, firm, corporation, or public authority purchasing Products from the Company, including their representatives, employees, and agents.

1.3 'Products' refer to the machinery, equipment, and accessories supplied by the Company under this Agreement.

1.4 'Agreement' means these General Terms and Conditions of Sale and any specific terms agreed upon in writing between the parties.

1.5 'Writing' includes electronic communication such as email and physical documents.

## 2. APPLICABILITY

2.1 These Terms and Conditions apply to all offers, quotations, sales, and deliveries by the Company, superseding any other terms unless explicitly agreed upon in writing.

2.2 Any deviations from these Terms and Conditions must be agreed to in writing by an authorized representative of the Company.

2.3 These General Terms and Conditions shall prevail over any conflicting terms and conditions of sale or purchase proposed by the Customer, regardless of whether the Customer has expressly accepted or rejected them.

## 3. QUOTATIONS AND ORDERS

3.1 Quotations issued by the Company constitute a binding offer and remain valid for 30 days from the date of issue, unless otherwise stated. After this period, the Company reserves the right to modify or withdraw the quotation before order confirmation. The Company reserves the right to correct any clerical, typographical, or calculation errors in the quotation, even after issuance.

3.2 Quotations are prepared based on the Customer's request and the Company's available information at the time of issuance. While the Company strives for accuracy, it is not liable for any unintentional inaccuracies in specifications, images, dimensions, or other details.

3.3 Orders are only considered accepted once the Company has provided written confirmation.

3.4 If the agreed payment term is prepayment, the Company will issue order confirmation only after receiving the full prepayment. Until such payment is received, the Company shall have no obligation to manufacture, deliver, or reserve Products for the Customer. If the prepayment is not received within 14 days from the date of the prepayment invoice, the Company may cancel the order without liability and without further notice.

3.5 The Company reserves the right to refuse any order at its sole discretion.

## 4. PRICES AND PAYMENT TERMS

4.1 Prices are exclusive of VAT, duties, taxes, shipping, insurance, and other surcharges unless otherwise agreed in writing. Payments must be made by the due date shown on the invoice unless otherwise agreed.

4.2 If an invoice is not fully paid by the due date, the Company is entitled to issue the first payment reminder 7 days after the due date, incurring a €100 administrative fee. Additional reminders may be sent at intervals of 7 days, each incurring an additional €100 administrative fee.

4.3 If the invoice remains unpaid after 45 days, the Company may escalate the matter to a debt collection agency or initiate legal collection proceedings without further notice.

4.4 All late payments shall incur statutory interest at the rate set under Estonian law (currently 12% per annum) in accordance with Directive 2011/7/EU.

4.5 The Customer shall be liable for all debt collection costs, including legal fees.

4.6 The Company retains ownership of the Products until all outstanding payments, including any interest, penalties, or administrative fees, have been fully settled.

## 5. DELIVERY AND RISK TRANSFER

5.1 Delivery dates are estimates and not binding unless explicitly confirmed in writing.

5.2 Delays shall not entitle the Customer to cancel the order or claim compensation unless agreed otherwise in writing.

5.3 Risk of loss or damage passes to the Customer according to the delivery terms (incoterms 2020) specified in the order confirmation. Once the risk of loss has transferred to the Customer, the Company shall not be held liable for any damage, loss, or defects occurring during transportation or after delivery.

5.4 The Customer must inspect Products upon receipt and report any defects within 7 days, otherwise, they are deemed accepted.

5.5 If the Customer fails to accept delivery within the agreed timeframe, the Company may charge storage fees and any additional costs incurred as a result of the delay. If the Customer has not collected or accepted delivery within 30 days from the originally agreed delivery date, the Company reserves the right to cancel the order and resell the Products without liability. The Company reserves the right to retain the prepayment, in part or in full, as liquidated damages, storage fees, and administrative costs, depending on the nature of the Products and the costs incurred by the Company.

## 6. WARRANTIES AND LIABILITY

6.1 The Company warrants that the Products are free from defects in material and workmanship for a period of 12 months from the delivery date.

6.2 The warranty does not cover:

- Normal wear and tear.
- Improper use, handling, or installation.
- Unauthorized modifications or repairs.
- Damage due to external factors (e.g., power surges, accidents, force majeure).

#### 6.3 Limitation of Liability:

- The Company is not liable for indirect, incidental, or consequential damages, including but not limited to lost profits, downtime, or third-party claims.
- The Company's total liability shall never exceed the total amount paid for the Product in question.
- The Customer is responsible for ensuring that Products are used and maintained strictly in accordance with the manufacturer's specifications and industry standards. Any deviation from these may void the warranty.
- The Company shall not be liable for any third-party claims arising from the use, resale, or modification of the Products, including but not limited to claims for personal injury, property damage, or contractual disputes between the Customer and its end users
- The Customer must submit a warranty claim within 14 days of discovering the defect. Failure to notify the Company within this period shall result in the claim being void.
- The warranty shall be void if the Product has been improperly stored, exposed to extreme temperatures, humidity, corrosive substances, or any other environmental conditions outside its intended operating parameters.

#### 6.4 Warranty Claim Procedure:

- The Customer must notify the Company in writing of any warranty claim, providing requested information, including but not limited to purchase records, maintenance logs, and photographic evidence of the defect
- The Company reserves the right to inspect the Product and determine the validity of the warranty claim.
- The Customer is responsible for shipping costs associated with returning the Product for inspection or repair.
- If the claim is deemed to be valid, and the Product is found to be defective within the warranty period, the Company may, at its discretion:
  - Repair the Product,
  - Replace the defective parts, or
  - Offer a refund (limited to the Product's purchase price).

#### 6.5 Exclusions:

- The warranty is void if the Product's serial number or identification marks are removed or altered.
- Consumable parts and components subject to regular wear are not covered under this warranty.
- The Company is not responsible for damages resulting from the Customer's failure to follow operating instructions or maintenance instructions and/or schedules.

### 7. SANCTIONS AND EXPORT COMPLIANCE

7.1 The Customer agrees to comply with all applicable sanctions, trade restrictions, and export control laws imposed by the EU, Estonia, USA, UN, and other relevant authorities. The Customer is responsible for conducting reasonable due diligence on its buyers and end-users to ensure compliance with applicable sanctions and export control laws.

7.2 The Customer including its subsidiaries, affiliates, or associated entities shall not, directly or indirectly, sell, resell, lease, export, or otherwise transfer the Products to any third party if the Customer knows or has reasonable grounds to suspect that such third party intends to supply the Products to a sanctioned individual, entity, or jurisdiction, including but not limited to Russia, Iran, North Korea, and any country or entity subject to EU, U.S., or UN trade restrictions

7.3 The Company reserves the right to terminate contracts if a sanctions violation is suspected.

7.4 The Company reserves the right to request end-use certificates, shipping documentation, or other compliance verification from the Customer prior to delivery. Failure to provide such documentation may result in suspension or termination of the contract.

7.5 The Customer shall indemnify the Company against any penalties or damages resulting from any direct or indirect non-compliance.

### 8. DISPUTE RESOLUTION AND GOVERNING LAW

8.1 This Agreement shall be governed by and interpreted in accordance with the laws of Estonia.

8.2 Before initiating legal proceedings, the parties agree to attempt to resolve disputes through mediation in Estonia. If mediation does not resolve the dispute within 30 days, either party may initiate legal proceedings before the competent courts in Estonia.

### 9. MISCELLANEOUS

9.1 If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in full force.

9.2 The Customer may not assign its rights or obligations under this Agreement without prior written consent from the Company.

9.3 Amendments must be in writing and signed by both parties.

9.4 This Agreement is drafted in English. In case of any discrepancy between translations, the English version shall prevail.